



CBS TELEVISION
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April 30, 2009

VIA OVERNIGHT MAIL

Ms. Deborah F. Turner
President & General Manager
NewsChannel 5 Network, LLC
c/o WTVF
474 James Robertson Parkway
Nashville, TN 37219

Re: **2009 NFL Amendment**

Dear Debbie:

Per discussion with Jennifer Johnson, and, at her request, we have revised the 2009 NFL Amendment for WTVF Nashville. Please sign and return the fully executed original at your earliest convenience. Thank you.

Sincerely,

Steven A. Costanzo
Group Director
CBS Affiliate Relations
212.975.3765
Email: sacostanzo@cbs.com

/Encls.

NEWSCHANNEL 5 NETWORK, LLC
Nashville, Tennessee

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us, as amended, without limitation, by those certain letter agreements dated September 23, 1998 (the "1998 Amendment"), October 22, 2001 (the "2001 Amendment"), December 2, 2003 (the "2003 Amendment"), and July 14, 2006, as clarified by Clarification dated August 21, 2006, (the "2006 Amendment") (the 1998 Amendment, 2001 Amendment and 2006 Amendment collectively, the "NFL Amendments"), relating to broadcast station **WTVF at Nashville, Tennessee**, and other agreements between us with respect thereto (collectively, the "Affiliation Agreement").

By this amendment (the "2009 Amendment"), you and we have agreed to further amend the Affiliation Agreement as follows. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

1. Effective September 1, 2009, CBS shall recapture the additional 30-second unit per week in "*The CBS Evening News with Katie Couric*," made available for sale by Affiliated Station, as contemplated by Paragraph 1(a) of the 2006 Amendment. In order to reflect the recapture, the parties agree to amend the Affiliation Agreement, effective September 1, 2009, by deleting the final three sentences of Subparagraph 2 (h) (i), and replacing them with the following:

In addition, through December 31, 2014, CBS shall make available to Broadcaster for local sale three (3) additional 30-second units per week in "*The CBS Evening News with Katie Couric*" (or its successor program) (in addition to the end break available for sale by Broadcaster at the conclusion of "*The CBS Evening News with Katie Couric*"), with one such unit being scheduled as an internal break on each of Monday, Wednesday and Friday, subject to adjustment for significant ratings shortfall or gain. Except as otherwise provided in the preceding sentence with respect to "*The CBS Evening News with Katie Couric*" (or its successor program) and in Subparagraphs 2(h)(iii), (iv) and (vi), nothing contained in this Paragraph 2(h) shall in any way establish or otherwise affect Affiliated Station's right to Inventory during periods other than Prime Time."

Broadcaster shall continue to receive for sale by Affiliated Station, through December 31, 2014, one hundred nine (109) 30-second units per week of Prime Time Inventory, and six (6) 30-second Supplemental Units per week in Prime Time Programming, all in accordance with Subparagraphs 2(h) (i) and (ii) of the Affiliation Agreement, as amended.

2. In order to reflect an inventory adjustment providing one (1) additional thirty-second unit for sale by Affiliated Station in Network broadcasts of SEC Football Games, Subparagraph 2(h) of the Affiliation Agreement shall be amended by adding a new Subparagraph 2 (h) (vi), which shall read in its entirety as follows:

“(vi) *SEC Inventory*. Effective September 1, 2009, and continuing through the NFL Broadcast Period, CBS shall make available for sale by Affiliated Station an additional 30-second unit within Network broadcasts of SEC Football Games (in addition to the amount of Inventory available for sale by Affiliated Station in or adjacent to such Network Programs during SEC football games during the 2008 season).”

Except as expressly stated in paragraphs 1 and 2 above of this 2009 Amendment, Paragraph 2 (h) of the Affiliation Agreement will remain unchanged, including those amendments set forth in Paragraph 1(b) and (c) of the 2006 Amendment, which hereby are extended through the NFL Broadcast Period.

3. In order to extend, through the NFL Broadcast Period, certain provisions of the Affiliation Agreement that otherwise would expire on August 31, 2009:

i. Paragraph 12 of the 2006 Amendment, which specifies an August 31, 2009, expiration date for certain provisions of the Affiliation Agreement, including, without limitation, the Exclusivity Arrangements in Paragraph 1(b), the provisions relating to Affiliated Station's NFL Inventory in Paragraph 2(h)(iii) and (iv), and the provisions of subparagraph 1(j) relating to Affiliate Participation in certain revenues, is hereby deleted, and such provisions will remain in effect through the NFL Broadcast Period.

ii. The amendments to the Affiliation Agreement set forth in Paragraph 1(b) and (c) and Paragraph 2 of the 2006 Amendment shall remain in effect through the NFL Broadcast Period, notwithstanding the language in such Paragraphs providing that such amendments are effective through August 31, 2009.

iii. The clause at the end of the first sentence of Paragraph 1(j)(ii) that reads "with the last payment on December 31, 2009 for the January 1, 2009 through August 31, 2009 period)." shall be stricken and replaced with the following clause: "with the last payment to Broadcaster on December 31, 2012 for the January 1, 2012 to August 31, 2012 period)."

iv. Subject to the amendments set forth herein, all other provisions of the NFL Amendments in effect as of August 31, 2009, shall be extended through the NFL Broadcast Period.

4. In order to include in the Exclusivity Arrangements the live streaming of NFL football broadcasts over the Internet, the Affiliation Agreement is amended as follows, effective September 1, 2009 through the NFL Broadcast Period:

i. Paragraph 1(b) shall be amended by inserting the following prior to the final sentence thereof:

Further, during the NFL Broadcast Period, CBS will not agree to the live streaming over the Internet of NFL football games transmitted for broadcast by the CBS Television Network, or permit such streaming on any web site or portal it controls.

ii. Paragraph 1(b) shall be amended by revising the final sentence thereof to read as follows:

The exclusivity protections set forth in this Subparagraph 1 (b) shall, subject to the exceptions set forth in Subparagraph 1(d), constitute the "Exclusivity Arrangements."

In all other respects, Paragraph 1(b) will remain unchanged.

5. To reflect an adjustment in Affiliated Station's Annual NFL Contribution, Paragraph 14 of the Affiliation Agreement shall be revised to read in its entirety as follows:

(a) Broadcaster shall make annual payments to CBS to help defray the costs of the NFL Agreement (the "Annual NFL Contribution"). Effective from September 1, 2009, to August 31, 2012, Affiliated Station's Annual NFL Contribution shall be the amount set forth in Schedule A, which is made a part hereof.

(b) Broadcaster shall pay the above amount to CBS in twelve (12) equal monthly installments in arrears, on or before the 15th day of each calendar month following the calendar month for which such payment is due.

6. In order to effectuate the intent of the agreements reached between the parties, the last numbered Paragraph of the Affiliation Agreement entitled "Definitions." shall be amended by:

- (a) revising the definition of "NFL Agreement" to read: "**NFL Agreement**" means that certain Agreement between CBS and the NFL, as the same may be amended, extended, renewed or otherwise replaced but which, in part, grants the CBS Network rights to telecast the NFL games commencing with the 2009-2010 NFL Season through the 2011-12 NFL Season.
- (b) revising the definition of "NFL Broadcast Period" to read: "**NFL Broadcast Period**" means September 1, 2009. through August 31, 2012.

7. To the extent that the Affiliation Agreement is renewed, amended or modified prior to August 31, 2012, with respect to the provisions of Subparagraph 1(b), Subparagraphs 2 (h) (iii), (iv) and (vi), Subparagraph 1(j), and other provisions of the NFL Amendments (as extended and/or amended), or prior to December 31, 2014, with respect to the provisions of Subparagraphs 2(h)(i) and (ii) and other provisions of the 2003 Amendment (as extended and/or amended), the applicable provisions shall be incorporated, in their entirety in such amendment to or renewal of this Affiliation Agreement with respect to any period before the respectively applicable dates, and such provisions will not be amended or modified by CBS without the approval of The Board of Directors of CBS Television Network Affiliates Association, which approval may be granted or withheld in its sole and absolute discretion.

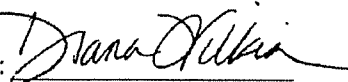
8. Broadcaster shall be entitled to exercise the protection against duplication of network programming pursuant to the FCC's network non-duplication rules, subject to the terms and conditions specified in Paragraph 9 of the Affiliation Agreement, as amended.

In all other respects, the terms of the Affiliation Agreement, as amended, are hereby confirmed and ratified.

Please signify your agreement to the foregoing by executing the Agreement in the space indicated below and returning one original executed copy of the same to Kim Haines, Coordinator, Legal & Administration, CBS Affiliate Relations, 7th Floor, 51 West 52 Street, New York, New York 10019.

Very truly yours,

CBS Affiliate Relations,
A Unit of CBS Corporation

By: 

Name: Diana Wilkin

Title: President

Agreed and Accepted this 5 day of 5, 2009.



Ms. Debbie Turner
President & GM
NewsChannel 5 Network, LLC
c/o WTVF
474 James Robertson Parkway
Nashville, TN 37219

Schedule A

Market	Station	Average Annual Payment (effective 9/1/09)
Nashville, TN	WTVF	

Landmark
Media Enterprises